



## QBE European Operations Public Authority Medical Malpractice Liability Insurance (UK) Schedule

**Insured:** Falkirk Council

**Address:** The Foundry, 4 Central Boulevard, Larbert, FK5 4RU

**Subsidiary Companies:** None

**Business:** Unitary Authority

**Policy Number:** 046249/01/2022/0012

**Unique Market Reference:** B1263EG0259922

**Policy Wording Reference:** PMMA010121  
Cover is provided by the policy wording as above and the endorsements detailed below.

**Territorial Limits:** United Kingdom  
**Policy Law and Jurisdiction:** English law and jurisdiction

**Period of Insurance** **From: 01 April 2022** **To: 31 March 2023**  
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

**Retroactive Date:** 08 October 2015

**Date Issued:** 28 April 2022 **Issue Number:** 2  
**Reason for Issue:** Removal of subjectivities

**Insurer:** QBE UK Ltd  
(registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)

**Registered Address:** 30 Fenchurch Street, London, EC3M 3BD  
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

**Contact Details**  
**Issue Office:** Risk Management Partners Ltd, 67 Lombard Street, London, EC3V 9LJ

**Claim Notification:** QBE Claims Manager, 30 Fenchurch Street, London. EC3M 3BD  
**Claim Jurisdiction:** Worldwide excluding the USA and Canada

**Complaints:** Customer Relations  
30 Fenchurch Street, London, EC3M 3BD  
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032  
Email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)

## Cover Applicable

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The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy**.

Insured sections	Limit / Sub-limit of indemnity	Deductible
<b>Medical Malpractice liability</b>	<b>Limit of indemnity – GBP 5,000,000</b> each & every <b>claim</b> or <b>series of claims</b> and in the aggregate inclusive of <b>defence costs</b>	GBP 100,000 each & every <b>claim</b> or <b>series of claims</b> and inclusive of <b>defence costs</b>
<b>Date of written proposal/application</b>	05 January 2022	
<b>Date of Declaration</b>	05 January 2022	

## Payment Details

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Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

<b>Minimum and Deposit - Annual</b>	<b>GBP</b>	<b>25,068.00</b>
<b>IPT/Tax at 12%</b>	<b>GBP</b>	<b>3,008.16</b>
<b>Premium payable by this transaction</b>	<b>GBP</b>	<b>25,068.00</b>
<b>IPT/Tax at 12%</b>	<b>GBP</b>	<b>3,008.16</b>
<b>Total Payable</b>	<b>GBP</b>	<b>28,076.16</b>

## **Endorsements**

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These endorsements are additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

### **Endorsement 001 - Local Authority Excluded Activities Endorsement**

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The **Insured section** excludes and does not cover:-

- a) Any Clinical Research or Clinical Trials undertaken by the Insured
- b) Any medical treatment involving any of the following:-
  - Maternity and Obstetric procedures or treatment
  - Osteopathy or Chiropractor treatments
  - Failure to diagnose meningitis
  - Pre natal scanning and screening, Foetal monitoring
  - midwifery
- c) Any claims for Abuse
- d) Any employed Medical Practitioner
- e) Any claims involving the following services:-
  - Occupational health assessments
  - Domiciliary care services
  - Cosmetic surgery
- f) Any Healthcare Facility owned or operated by the Insured, including but not limited to any: -
  - Hospital
  - Clinic including GP, Dentist, Urgent Care clinics
  - High Dependency Unit
  - Walk in Treatment Centre
  - Drug and Alcohol Rehabilitation Centres
  - Fertility Clinic, Termination of Pregnancy Clinic,
  - Bloodbanks
  - Mental Health care homes
  - Nursing and Residential care home
- g) Ambulance services including non emergency patient transfer

Unless notified to and agreed by the **Insurer**

### **Endorsement 002 – Clause Reference Correction**

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It is hereby noted and agreed that the following amendments apply to this **policy**:

- i) Reference to clause 4.17 within clause 2.3 (Medical Malpractice liability conditions precedent) is amended to refer to clause 4.18 (Observance).

## **Endorsement 003 - Schools Treatment Endorsement**

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The Insured section 2 is extended to include -

### **2.3.4 School Treatment**

It is a condition precedent to the right of the **Insured** to be defended or indemnified under this **Policy** that the **Insured** shall ensure and record that throughout the **Period of Insurance**;

- a) Each child who receives a medical procedure or intervention in school has a specific individual care plan signed off by the child's parents, the school head teacher and a relevant Healthcare Professional or clinician. In this context a relevant Healthcare Professional or clinician is a person who is so qualified to undertake the necessary sign-off of the care plan, and who is in a position to fully understand the needs and requirements of the pupil.
- b) The care plan must include full details of the emergency procedures in the event of a medical emergency.
- c) The child's parents have provided written consent for a non Medical or Healthcare practitioner to provide the medical procedure or intervention to their child.
- d) The employee who is providing the medical procedure or intervention has received full training from a registered Medical or Healthcare professional, and has been signed off as fully competent in the procedure they are providing.
- e) The employee who is providing the medical procedure or intervention has provided written confirmation that they have read and understood the individual care plan.

## **Endorsement 004 - Local Authority Care Home Activities Endorsement**

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This endorsement applies only in respect of elderly care homes, specialist care homes or domiciliary care.

- A) Clause 2.4.11 included in the 'Medical Malpractice liability limitations and exclusion' **section** of this **policy** is deleted and replaced by the following:-

#### **2.4.11 Deductible**

The amount of the **deductible** stated in the **schedule** or GBP 150,000 whichever is the greater.

- B) A definition of Covid-19/Pandemic related claims is added:

#### **Covid-19/Pandemic related claims**

Covid-19/Pandemic related claims means any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- 1.1. any coronavirus (or similar or equivalent virus in the future);
- 1.2. any mutation or variation of 1.1 above;
- 1.3. any coronavirus disease (or similar or equivalent disease in the future);
- 1.4. any epidemic, or pandemic which poses a threat to human health or human welfare;



1.5. any fear or threat of 1.1, 1.2, 1.3 or 1.4 above;

1.6. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of 1.1, 1.2, 1.3 or 1.4 above; or

1.7. the **insured's** compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to 1.1, 1.2, 1.3 or 1.4 above.

C) In respect of any **Covid-19/Pandemic claims** the definition of 'Deductible' included in the 'General Definition and Interpretations' **section** of this **policy** is replaced by the following by the following:-

#### 5.7 Deductible

The deductible will form part of and be included within the **limit of indemnity** and means the first amount payable by the **insured** in respect of each and every **claim, series of claims or circumstance** brought by each individual claimant, as ascertained after the application of all other terms and conditions of this insurance. The deductible will be applied to **defence costs**.

**ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED**

### **Endorsement 005 - Limited Cyber Exclusion No. 1 – Medical Malpractice (Non-Malicious Bodily Injury)**

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1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any loss, damage, liability, claim, cost, defence cost, expense, fine, penalty, mitigation cost, or any other amount directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

1.1 a **Cyber Incident**, subject to the provisions of paragraph 2;

1.2 a **Cyber Act**;

1.3 any breach of **Data Protection Law**;

1.4 loss, transmission, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any actual or alleged injury arising therefrom, or any amount pertaining to the value of such **Data**.

2 Subject to all other terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, sub-paragraph 1.1 shall not apply to any claim arising directly out of any **Malpractice** involving access to, processing of, use of or operation of any computer system owned or operated by the insured that causes **bodily injury**.

3 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **Definitions**

For the purposes of this endorsement, the following definitions shall apply:

4 **Bodily injury** means any **physical injury** or **mental injury**.

- 5 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or any other party.
- 6 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 7 **Cyber Incident** means:
  - 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 8 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- 9 **Data Protection Law** means all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).
- 10 **Malpractice** means any negligent act, negligent error, or negligent omission committed by the **insured** arising out of the rendering of, or failure to render medical services in the conduct of the **insured's** occupation or business or, in the case of a **Service Provider**, any negligent act, negligent error or negligent omission committed by the **Service Provider** arising out of the rendering of, or failure to render medical services undertaken for or on behalf of the insured.
- 11 **Mental injury** means any mental injury, illness, or disease (including mental anguish, shock or emotional distress) that directly results from a **physical injury**.
- 12 **Physical injury** means any physical injury, illness, or disease (including any ensuing physical injury, illness or disease, or death, directly resulting therefrom).
- 13 **Service Provider** means a registered medical practitioner that the insured hires for a fee under contract to perform medical services for or on behalf of the insured.

**ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED**

**Endorsement 006 – Retroactive Date – Naloxone use**

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The **insurer** will not pay on behalf of the **insured** all sums which the **insured** shall become legally liable to pay as a result of any **bodily injury** caused by actual or alleged malpractice by the **insured** arising or committed on or before 09 November 2021 in relation to the use of Naloxone.

All other terms, clauses and conditions remain unaltered.



## **Long Term Agreement – Expiry Date: 31 March 2023**

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Until the long term agreement Expiry Date shown above the **insured** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

- a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;
- b) the **insurer** retains the right to amend the rates and any other terms of the **policy** if there is a change to any law or statute that increases the claims costs relating to any of indemnities provided under this **policy**

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **insured** of the **policy** terms.